

SINDH HARIJAN REFUGEES ASSOCIATION.
BOMBAY PROVINCE

CONFIDENTIAL.

Date : 17th April 1951

Asstt. Secretary to Government.
Rehabilitation Department,
Govt. of Bombay.
Bombay.

Dear Sir,

Subj: Abseonding of Displaced Harijan loanees
from Kalyan Relief Camps.

I have to bring to your honour's kind notice that the following displaced Harijan Loanees who are related to one Shri V. B. Daffda, a Rationing Inspector, Kalyan Relief Camps, have abseonded from Kalyan Relief Camps to Pakistan with ~~the~~ four tricks,

1. Adha Kara Barrack No. 1319.
2. Dharsi Adha 100. 1319. with 4 members.

Shri V. B. Daffda is helping these displaced Harijan loanees to abseond from this camp to Pakistan with foul tricks to put me into trouble as I have taken responsibility of all loanees of our displaced Harijans.

The foul trick played by Shri V. B. Daffda to abseond these Harijans is as follows:

"He is sending photo of the displaced Harijan loanees who wants to abseond from this camps to one of his relatives in Pakistan. In Pakistan bogus applications for return permits are made by Pakistan Govt. on behalf of the displaced Harijans whose photos have been submitted by Shri V. B. Daffda. These applications are certified by one Harijan by name Shri Meghji Bhagwanji in Pakistan. Shri Meghji Bhagwanji certifies that the applicant in question is a domicile of Pakistan and on his certificate, the applicant whose photos have been submitted but actually is in India gets return permit from Pakistan. These permits are brought by one of the Harijan who comes to India for temporary visit or sent by post and are handed over to the displaced Harijan loanees. On these permits the displaced Harijan loanees are abseonding from Camps.

I understand that some of his other relatives of Shri V. B. Daffda, who have received loans have sent their photos for getting permits and will be abseonding.

I have to bring to your honour's kind notice that Shri V. B. Daffda being a Govt. servant is helping the displaced Harijans to abseond this camp and he should be held responsible.

Immediate confidential enquiry by police authorities should be made from the displaced persons from Barrack No. 1319. camp No 4 to save me from further troubles.

Trusting to be favoured with your esteemed commands.

Yours faithfully:

S. Sd.

17-4-51-

Sindh Harijan Refugees Assn.

Please see the foregoing letter dated the 17-4-51. from the Hon. Secy. Hind Harijan Refugee Association Ulhasnagar Township in connection with the displaced Harijan loanees absconding from Ulhasnagar Township. A copy of the letter may be forwarded to the ^{D. of R.} Government Bombay for information. These Papers may be referred to the P.O. Bombay for further enquiry through the police after issue of the draft put up overleaf.

Yours faithfully.

Sd,

18-4-51.

Confidential

W.O.R.

Letter to the P.O. Bombay dated

the 21-4-51.

Will office
P.O. please note the permits under
reference ^{appears to be} after the Pakistan Government permits
and have ^{withw. R.H.D.} nothing to do with Government ^{Perhaps} should ^{be} ^{sent} it direct ^{comes} if ^{is} sent to C of P. if heavy necessary
the matter does not concern P.O.

~~Yours faithfully~~

Sd:

23-4-57.

No. B 39/13654--A

REHABILITATION DEPARTMENT

Bombay 21st April 1951.

To

Shri Ransel Velji,

Hon. Secy.: Hind Harijan Refugees
Association.
Ulhasnagar Town Ship
Dist: - Thana.

Subj: - ~~Same as P. 1.~~ Absconding of displaced
Harijan Leannees from Kalyan Relief Camp.

Sir,

I am directed to acknowledge the receipt of
your letter No. S. H. R. No. 3/78/1951. Dated the
17-4-51. on the Subject mentioned above

Yours faithfully

Sd:

18-4-51.

Confidential.

For Secy. to the Govt of Bombay
Rehabilitation Department.

Copy with a copy of letter No. U. H. R.
no. 3/78-1951. dated the 17-4-51. from the Hon. Secy.
S.H.R.A. Ulhasnagar Town ship ^{fwc.} ^{D. of R.} to the ~~Govt.~~ of Bombay
for information and ^{with} ~~with~~ an intimation that further
^{are} ~~are~~ enquiries being made in the matter.

Yours faithfully

Sd.

18-4-51.

SECRET

PASSPORT OFFICE.

Please see letter from Hind Harijan Refugee Association Kalyan Camp on page 1 ante. The complaint made therein is regarding the Harijan loanees who abscond to Pakistan from the camp presumably to avoid the repayment of their loans. They are said to have been helped see by one Chri. Daffdo who makes loans application on their behalf in Pak. and the P.R.P. are brought by one Harijan who comes to India on D.P.s. The issue involved in these papers is regarding the Pakistan Return Permit^{by} obtained these Harijan loanees. Passport office is concerned with the permits required to visit or come permanently to India, and has nothing to do with the issue of P.R.P. which is exclusively concerned of Pakistan Government. The R.H.D. which has forwarded these papers to this office is perhaps not aware of this. In fact the subject primarily pertains to Harijan refugees who are given loans by this Government, and who absconded to Pak. and as such R.H.D. may take up the question with the Pak Government through the Govt. of India after getting the matter investigated by police. If approved the papers may be returned to R.H.D. with the above note.

sd/- 26-4-51.

U.O.R. to R.H.D. dt. 28-4-

REHABILITATION DEPARTMENT.

'A' Pg.

In view of the P.O.'s foregoing note, dated 26-4-51 these app. may be referred U.O. to the Collr. of Thana for enquiring and report.

sd/- 1-5-51.

sd/- 1-5-51.

Confidential.

U.O.R. to the Collector of Thana.

As remarked by the Passport Officer in his office or for the matter of that, this office, cannot exercise any check on the permits that are received direct from Pakistan.

This office issues only identity certificates for temporary visits to Pakistan and on the authority of such certificate 'the Pakistan permit officer' issues the temporary permits to the holders of such certificate. ^{issues the}

This office has issued about 45 such identity certificates and in large majority of such cases the Camp Commandant has certified that the applicants have not received any loss. Two such certificates were issued at the recommendation of the Hon. Secretary Shri. Bansi Velji himself.

The best way would be to refer the papers to the D. J. P. Thane to investigate this complaint so that if it is found genuine suitable action may be taken against the person who is involved in this racket.

Sd/-
Collector, Thane.

V.O. to

D. J. P. Thane (by a/c)

n.o.r. No. 275
Thane 10-3-51.

10/-11-5

esp/-
9-8

Submitted.

It will be seen from the D.S.P. Thana's note within that while it is true that some of the Harijans loanees have gone away to Pakistan, the allegation that Shri. Daffda had helped them to leave for Pakistan can not be proved.

A way has to be found out to surmount the difficulties created by the manner in which Pakistan authorities issue such permits. One way out would be that Pakistan authorities may be requested to send advance intimation of such permits having been issued by them so that we may get enough time to make inquiry about such persons. Pending that either the police Commissioner in Bombay may be asked to keep watch on such persons and interrogate them the moment they board the steamer or such persons may be asked to report to the ^{D.S.P.}~~S.P.~~ in whose beat they are residing atleast a week in advance of their departure so that it may be possible to make necessary enquiries.

Sd.

Collector Thana.

U.O.R.

No. E. M.G.I.M.N. 380 of 1951.
Thana 24th ma July 1951.

To,

The Government of Bombay, Rehabilitation

Department,

Bombay.

Subject:- Absconding of displaced Harijan.
Loanees from Kalyan Relief Camps.

* Reference :- Your U.O.R.No. 275, dated Thana 19-5-51.

Enquiries reveal that the two Harijan loanees Shri Adda Kara and Dharsi Abu, are at present in Pakistan. During enquiries it came to light that in addition to the 2 loanees, mentioned in the application, 5 more loanees have also absconded to Pakistan; without repaying their loans in full. Allegations against Shri V.B. Dafida could not be proved; however it became clear, that they have left India, with the active help of Pak authorities. On this point I attach the report of Sub-Inspector of police, Pathan Branch, Thana, which clearly illustrates, how the permits for return to Pakistan, are being granted to Harijans for resettlement in Pakistan, without our knowledge.

Absconding of Harijan loanees, involves us in huge of financial loss. I, therefore, suggest, that the Government may be advised to take up the matter with the Pak Government, and devise ways and means to check the departure of loanees without our knowledge and information.

U.O.R.

No. L.D.B./ 2185/ 1951.

Forwarded with compliments to the District
Magistrate, Thana.

sd: 30/6

Dist. Supdt. of Police, Thana.

To

The District Superintendent of police,
Thana.

Sub: - Absconding of Harijan Loanees, from Kalyan camps.
.....

Sir,

Shri R. Velji, Hon. Secretary of Sindh Harijan Refugee Association had alleged that Shri Padda Kara & Dharsi Abu Harijans, who had received Rehabilitation loans, had ^{gone} to Karachi, without repaying the loans in full. That one [^]Shri V.B.Daffda, Rationing Inspector, Kalyan camp had arranged for their passage to Karachi, with a view to put the Hon. Secretary to trouble.

During enquiries Shri R. Velji alleged that in addition to the two loanees mentioned by him, five more loanees Shri Sawant Jetha Khoda Mulla, Khimji Kali Dass, Giram Hari and Narai Panchi, were also helped by Shri V.B. Daffda, ~~Rationing Inspector Kalyan Camp~~ ^{to proceed to Karachi.}

Shri V.B. Daffda, Rationing Inspector, Kalyan Camp denied the allegations, made against him and stated that, as he was on amicable terms with Shri R. Velji, therefore he had made false allegations against him, with a view to harm him.

During the enquiries, in addition to the applicant the following Harijans were examined :-

- 1) Shree Samjee Hira
- 2) " Ganji Khetai
- 3) " Malji Desai
- 4) " Shinde Mahadeo
- 5) Smti. Mongi Bai.

Besides their mere allegations that they have heard that Shri V.B. Daffda had arranged for the permits of the loanees, for Pakistan, no convincing proof was forthcoming to substantiate the allegation that he had actually played the part alleged against him in the application. Witnesses No. 1-3 admitted that Shri V.B. Daffda and Shri R. Velji were not in good terms, due to power politics of the Harijan Sabha of Kalyan Camp. Confidential enquiries from Administrator, Kalyan camp and Camp Commandant, Camp No. 3, revealed that previously too Shri R. Velji had made allegations against Shri V.B. Daffda, all of which were not found true. In view of the fact that there is no direct evidence against Shri V.B. Daffda and the strained relations between the applicant and Shri V.B. Daffda, I am of the opinion that the possibility that the allegations might have been made against him to harm him cannot be excluded. The allegations against Shri Daffda remain unproved.

2. During enquiries, one Mongibai who had recently come from Karachi on a temporary permit was examined (Her statement is attached for ^{Perusal} perusal, as it throws much light on the way Harifans are going to Pakistan, without the knowledge of the Indian authorities.) She was presently residing here, till her daughter, who was in Karachi applied to Pak authorities at Karachi for a permit of resettlement in Pakistan for her and the same after having been issued to her, was sent to her by her daughter Shrimati Hirubai, through one Lakhe Bogia. After having gone to Karachi she returned on 10-5-51. on Temporary permit 1155/115414, valid upto 1.7.51. In addition to a Pak-permanent return permit for herself, she brought an identity certificate (copy attached) within the note that she was permitted to bring ^{Jeram} Jeram and Kesu her grand children from India to Pak. On 13-6-51. the Pak permit officer, Bombay issued ^{Jeram} Jeram and Kesu with a permanent resettlement permit for Pakistan (copy attached) on the strength of identity certificate. Thus from the instances quoted above, it is clear that the 7 loanees had either arranged for a permit for going to Karachi as Mongi Bai's daughter did or as Mongi Bai did for her grand children. Issuing of resettlement permits, is the absolute right of the Pak Government, but as we have been affected, because the loanees have made good their escape with Rehabilitation loans, it will be worth while to bring the facts to the notice of the Government for suitable representation to Pak-Govt.

The 7 loanees are alleged to be residing in Karachi at the addresses noted against their names. They were actually seen at Karachi by Smti. Mongi Bai, when she called for India in May 1951. Besides the records of the Bombay Steam Navigation Co. go to show that, shree Adha Kara left for Karachi by S.S. Sarawati on 24-3-51, Shri Khoda Mulla by S.S. Sarawati on 19-3-51. and Shri Varam Hari4 on 18-3-51 by S.S. Sarawati. PTO.

- Khoda Mulla Karachi address.
- 2) ~~Shri Khemji Kali Dase~~ ----- Ranchhod lines,
Narainpura Hiralal
Janat Road,
Desal Bazar, Karachi.
- 2) ~~Shri Khemji Kali Dase~~ ----- — D o —
- 3) ~~Viram Hari~~ ----- — D o —
- 4) ~~Adda Kara~~ ----- Old Khumbha Wada C/O
Mukadam, Deva Bala Harijan, Old
Khumbdawada road Karachi.
- 5) ~~Dharsi Abbu~~ ----- Sital Wadi, near Lehar
Qta Eye hospital, Karachi.
- 6) ~~Sawant Jetha~~ ----- Mohd. Ali, ^{Aw:} Shri Road
old Khumbawada, Karachi,
- 7) ~~Narsi Pacha~~ ----- Ranchhod lines,
Narainpura Hira Lala Janat mai
Road, Desal Bazar, Karachi.

Yours faithfully,

6d:

P.S.I. & P.B. ? Thana.

Statement of Mongi Bai W/O Kara aged 50 years,
Harijan Sweeper, Narainpara, Ranchhod lines, Karachi, now
Barrack No. 1369 Camp No. 4, Kalyan.

.....

At the time of partition I was residing in
Karachi and was serving as a Sweeper in Karachi Municipa-
lity. After partition when Hindus began to migrate to
India, I also came and ^{Resided} ~~resided~~ in Kalyan Camp No. 4. for
about 2½ years. I came to India without permit as the
permit system was not the in vogue. At that time several
Members of my family, such as daughter, brother, son-in-
-law etc. stayed back at Karachi. About 3 months ago, one
~~brother~~ Lakha Bhoja, a Harijan had come from Karachi, and
stayed in Madh Camp Malad, Dist. Thana. He sent for me ~~th~~
through his brother Pancha Bhoja, informing me that his
brother (Lakha Bhoja) has brought a permit for me, to
return to Pakistan. We then 10/11 persons, who were then
residing in India went to Pakistan on the strength of the

-----the strength of the permits brought by Lakha
Bhoja, I do not, know ^{how} he had arranged for permit, but when
when I went to Karachi, I enquired from my daughter Hiro
Bai, who was ~~per~~ permanently residing at Karachi as to
how my permit for return to Pakistan had been arranged.
She replied that she took copy of my photo, which I
had left with her and gave an application to Pak
authorities, who issued the Pak return permit in my
favour and that she (Hirobai) managed to send the same
to me through Shri Lakha Bhoja. The permit given to me
by Lakha Bhoja stood in my name above.

Other 10/11 Morijan who had accompanied me
were working in the Madh Camp, they had also informed
me, that their Pak return permits too had been arranged
by their relatives in Karachi, when they were residing
in India.

I have come to India on 10.5.51; on temporary
permit, B.N. 1155 or. No. ¹¹⁵⁴⁻¹⁴ 15414 valid upto 1.7.51.
My object was to take to Karachi my younger grand
son and grand daughter who are permanently residing
in India now. With this in view, and to facilitate their
permanent departure to Pakistan, I appealed to Pak
authorities for permission to bring them to Karachi
permanently. For this purpose in addition to a Pak return
permit for me B. No. 1284/Sr. 64177 valid till 9.7.51,
the Pak authorities issued me with a certificate of
identity and, at its back D.M. Karachi had permitted me
to bring my grand children, Jeyam & Kesu.

On 12.6.51, I went to Pak permit officer
Bombay who on the strength of identity certificate, issued
me with a permanent ^{ve} settlement permit for my grand
children B.N. 1061/Sr. 53200.

END.

On 14-6-51. I along with the mother of my grand children went ~~Bombay~~ with view to send my grand children to Karachi. When we were after purchasing tickets, Shri Shinday Secy. of our association met us. On enquiry we told him, that we were sending Jera and Kasu to Karachi we showed him the permit issued in favour of my grand children by Pak permit Officer. ^{at} ^{one} Bombay My grand children still here. While I was at Karachi, Now, I saw; Adda Kara, Dharsi Abba, Sawant Jeth, Khoda Mulla, Khenji Kali, ^{Viram} ^{Narsi} Hari & Maiku No body had persuaded me or other Harijans in the camps to give to Karachi, Mr. V.B. Daifda asked ^{anybody} Body to do so.

Before me

Sd/-

T.I. of Mongibai

Sd/-

P.S.I.P.B.

(True copy)

Government of Pakistan

Permit for permanent settlement in Pakistan

Book No. 1064

Serial No. 53200

Name in full- Jermalal

Age --- 10 years.

Religion- Hindu

Occupation in full---- Sweepers family

Father's name..... Bhikha

Address in Pakistan--- Sweepers quarters

Narayanpur Ranchod Line, Karachi

Address in India-- - BK- NO. 1369, Kalyan Camp No 4.,

Thana.

Where settlement is desire----- Karachi

Permit valid for travel upto----- 12th July 51.

Signature or thumb----

Impression of applicant-----

Sd/-

PTO.

(True copy)

Certificate of Identity to be produced by
Pakistan Domiciled persons applying for a permit for
Temporary and Repeated Journey.

Certificate of Identity

Part 1 Valid for the date of the validity of Indian
province Karachi Dist. Karachi entry permit

Serial No. 1606 date-- 24-4-1951

Name--- Monghibai (widows)

Father's Name d/ o Devsi w/o Kara (late)

Date of birth -- 50 years.

Place of birth -- Karachi.

Domicile ----- Pakistan

Occupation ----- Private sweeper

Permanent address - Narainpur, K.M.C. sweeper's Qr.

Hiralal Centre Road, Ranchore line,

Karachi.

Signature or thumb

Impression of the holder--- A affixed
(to be signed in the D.P.'s office only)
In case of Displaced persons only

1- Original address in other dominion

2- Date of migration

Certificate

Certified that Mrs. Monghibai whose particulars
and photograph appear in this certificate is a person
domiciled in Pakistan and that--

(i) he/she was a permanent resident of territories
of the Dominion of Pakistan before the partition and he
bona fide continued to reside there.

(seal)
Of Dist. Magistrate,

M/ Karachi.

(Photo)

seal
of Dist. M.

Karachi.

Part 2 Certificate of Service to be produced by
Govt. servants Pakistan when travelling on private Affairs

Name

Designation

Department

Whether permanent or temporary

Date of joining Govt. service

Whether subscribing to a provident fund

Date.

Place--

Signature of H.O.

The following 2 members have been allowed by the
permit Officer Karachi Administration to be
brought from India :-

1- Jagan G. Son- 10 years-

2. Kesav G. Daughter 8 years.

2 only

Sd/-

S. A. Karachi

(seal)

28-4-51-

Sd/ 316

For D.S.P. Thana.

REHABILITATION DEPARTMENT.

Submitted with reference to the Office Note dated the 1-5-51.

The Collector of Thana in his No. E M G & I M R 380. dated the 24-7-51. reports that while it is true that some of the Harijan Loanees have gone ~~away~~ away to Pakistan, the allegation that Shree Daffda, Rationing Inspector, Ulhasnagar Town ship had arranged for their permits cannot be proved. It will be observed from the report of Sub-Inspector of Police, Pathan Branch, Thana that Shri Ransi Velji Hon. Secy. of Sindhi Harijan Refugee Association and Shri. V.B. Daffda are not on good terms due to power politics of the Harijan Sabha of Ulhasnagar Town ship. Shri Ransi Velji might have made ^{these} ~~these~~ allegations against Shri Daffda due to his strained relations between him and Shri Daffda and possibly with a view to harm the latter. Since no direct evidence is forthcoming to establish the fact that Shree Daffda had arranged for the Pak permits for Loanees no action can be taken against him.

The Pakistan Return permits are issued by the Pakistan permit officer and the issue of such permits is the exclusive concern of Pakistan Government. In order to check the departure of loanees without giving intimation, a way has to be found out to surmount the difficulties ^{created} ~~arised~~ by the manner in which Pakistan authorities issue such permits. As directed by P.O. the question may be taken up with Pakistan Government through the Government of India.

The accompanying draft letter may be issued. After issue, the matter may be referred U.O. to C.A.P. and for remarks on the suggestion ^{made} ~~made~~ in the corresponding portion of the Collector of Thana's Drt. report, dated 24-7-51.. at P. 9 ante

SD/

28-7-51,

Sd/

30-7-51.

U. O. R. to the ^{C. of t} Government of ~~Bombay~~ on
^ 6-8-51.

Confidential

No. R39/27849./ A

REHABILITATION DEPARTMENT

Bombay 6th August 1951.

To

The Secy. to the Govt. of India. M of R,
New Delhi.

Subj :- Absconding displaced Harijan. LOanees.

Sir,

I am directed to forward herewith copies of

- (1) Letter from the Sindh Harijan Refugees Assn. Kalyan No. S H R. 3/78/1951. dated the 17-4.51. Corresp. noted in the margin on the above subject, and to request that the matter may please be taken up with the Government of Pakistan with a view to devising ways and means for checking the surreptitious departure of loanees, and the result may be communicated to this Govt. as early as possible.
- (2) Report from the D.S.P. Thana No. L I B /2185 1951. dated the 30-6-51. ^{& its accounts} to accounts.
- (3) Report from the collector of Thana No. E M G . I M R. No 380, dated the 24-7.51.
- Yours faithfully,

Sd: _

30-7-51.

Secy. to the Government of Bombay.

REHABILITATION DEPARTMENT.

Copy to gether with copies of its accounts two to the D of R. Bombay, for information, in dated the 21-4-51. Continuation of Govt. Encl. RHD NO- R39/13654-A dt. the 21-4-51

Sd/ _

28-7-51.

Sd.
7-8

Below U.O.R. No. R./39/27849/ A
dated 6-8-51. from the Rehabilitation Department
Bombay, regarding absconding of displaced Harijan
Loanees from Kalyan Relief Camp.

Returned with compliments.

Several Harijans leave for West Pakistan
by steamer through the Bombay Check-post on permanent
Resettlement permits issued either by the permit
Officer for Pakistan in Bombay ^{or} by the Pakistan
Authorities in Pakistan.

It is not difficult to interrogate such
persons prior to their boarding the steamer, but
beyond interrogating them, nothing else can be done.
Even if such persons admit the receipt of a loan and
non-payment thereof, the police Officer on duty
cannot stop them from proceeding to Pakistan, nor
can steps be taken by such officer for the recovery of
the loan from such persons on the spot.

Sd/

for Commissioner of Police
Bombay.

Sd/

14-8-51

U.O.R.No. 5640/SBP

Dated: 17th August 51.

Sd/- 14-8-51.

To

The Rehabilitation Department
Government of Bombay, Secretariat
Bombay.

No. 11 (5) /RHD/51.

Government of India

Ministry of Rehabilitation.

New Delhi, the 5.9.51.

The Secretary to the
Government of Bombay,
Rehabilitation Department,
Fourth Floor, Mercantile Bank Building,
Mahatma Gandhi Road,
Fort, Bombay 1.

Subject:- Grant of loans to displaced
Harijans from Pakistan.

Sir,

With reference to your letter No.
R. 39/27849-A, dated the 6th August 1951, I
am directed to state that in future no loans may please
be granted to displaced Harijans from Pakistan without
proper sureties being furnished by them. No useful purpose
will be served by taking up the case with the Government
of Pakistan as suggested by the State Government.

Yours faithfully,

Sd/

For Deputy Secretary to the
Government of India.

REHABILITATION DEPARTMENT.
1 of 2

Submitted with ref. to office note dated the 28th July 1941.

2. The Govt. of India do not consider that any useful purpose will be served by taking up ~~1031~~ with the Govt. of Pakistan the question of the prevention of the surreptitious departure of loanees to Pakistan on permanent Resettlement permits issued by the concerned authorities of that Govt. They suggest instead that in future no loans should be granted to displaced Harijan from Pakistan without proper sureties being furnished by these persons.

3. As reported by the Comr. of Police, ~~several~~ ^{Several} Harijans leave for West Pakistan by steamer through the Bombay Check-post on permanent Resettlement permits issued by the Pakistan Govt authorities in India or Pakistan, but it is not possible for the Police either to prevent them from proceeding to Pakistan or to recover the loan amounts due from them immediately prior to their departure for Pakistan.

4. In the circumstances the only course left is to consider the Govt. of India's suggestion at 'A'. The suggestion has been made apparently with a view to enabling Govt. to recover the loan amounts from the sureties in the event of the displaced Harijan loanees absconding to Pakistan. According to the existing orders, the requirement of two solvent sureties may be relaxed in exceptional cases and only one acceptable surety taken instead, provided the business or project for which the loan has

P.T.O.

*--sanctioned appears prima facie sound and shows promise of success and the loanee is really unable to produce a second acceptable surety. It will be seen that normally a loanee has to produce two solvent sureties and only in exceptional cases, at least one acceptable surety is insisted on. These requirements, coupled with the other requirements regarding mortgage of assets etc., have been considered sufficient to ensure that Govt.'s money is adequately safeguarded and it does not seem either necy. or desirable to tighten up these requirements in the case of the Harijan displaced persons, having regard to the fact that any such tightening up would naturally arouse resentment at being discriminated against and would also retard the rehabilitation of these persons. At the same, it seems desirable to bring to the notice of the loan sanctioning authorities the position arising from the surreptitious departure of a considerable number of Harijan loanees to Pakistan and to impress upon them the need for exercising the utmost care in taking proper sureties from such persons before loans are granted to them and also for keeping a proper watch over their movements. All loan sanctioning authorities may be addressed accordingly, as in the draft conf. circular put up.

5. It will be seen from para 3 above that the police are unable to stop the departure of the Harijan Dps. for Pakistan or to recover the loans granted to them, on the spot. It, therefore, seems necy. to devise some way whereby to secure repayment of the loans from absconding loanees.

PTD.

who proceed to Pakistan. It is suggested that an addl. condition may be attached to the grant of loans to the effect that if the loan disbursing authority is reasonably satisfied that a loanee intends to return to Pakistan and has made or is making preparations in that behalf the loan will be summarily ^m**** recoverable. The effect of such a condition will be that the loan disbursing authority will immediately on coming to know that a particular loanee is preparing to leave for Pakistan, take steps for summary recovery of the loan and the surities may also ^m action ensue in the loanee.

Sd/

6.11.51.

Sd/

7.11.51

Sd/

7.11.51.

CONFIDENTIAL.

URBAN LOANS.

Recovery of urban loans from displaced Harijan loanees returning to Pakistan without repaying the loans or intimating their whereabouts.

GOVERNMENT OF BOMBAY.

Rehabilitation Department.

CIRCULAR No. R. 39-A

CIVIL SECRETARIAT ANNEXE,

Mayo Road, Fort, Bombay (1), 14th November 1951.

GOVERNMENT CIRCULAR.

Several Harijan displaced persons who have been granted urban loans are reported to have left for Pakistan on permanent Resettlement permits, issued by the authorities of the Government of Pakistan, without intimating their whereabouts and without repaying their loans. In the case of the loanees who leave the places of their final settlement in this manner, the loans become immediately recoverable from their sureties if no other means of recovery are found feasible. The need for taking proper sureties from all loanees is, therefore, obvious.

Under the existing orders, the loanees are normally required to produce two solvent sureties but in exceptionally hard cases, the loan disbursing authorities are vested with discretion to relax this condition and take only one acceptable surety instead. While Government has no intention of tightening up the requirement in the cases of the Harijan displaced persons alone, in the circumstances arising from the surreptitious departure for Pakistan of several displaced Harijan loanees, Government considers that the discretion vested in the loan-disbursing authorities to relax the requirement in

.....
PTO.

the
-X- matter of sureties***

(to the extent allowed under the existing orders)
should be exercised with particular care and caution
while granting loans to Harijan displaced persons.
Vigorous steps should also be taken to ensure proper
watch over the movements of all such loanees to
safeguard against their leaving for Pakistan without
full repayment of the loans granted to them.

By order of the Government
of Bombay.

sd/

15.11.51.

(J. C. FERNANDES).
for Secretary to the Government
of Bombay, Rehabilitation Dept.

To.

The Director of Rehabilitation,
All Collectors (except the Collector of Bombay and
Bombay Suburban District),
The Accountant General, Bombay,
The Deputy Accountant General, Baroda,
The Examiner, Outside Audit,
The Administrator, Ulhasnagar Township,
All Officers-in-charge, 'displaced persons' Colonies,
The Finance Department.

sd/

20.11.51

FORM B.

FORM OF UNDERTAKING TO REPAY.

I, the undersigned
Refugee from holder of the Certificate of
Registration No. dated
issued at by
hereby acknowledge having received from THE GOVERNOR OF BOMBAY
(hereinafter called "the Government") the sum of Rs.
(Rupees)
on the day of 1948 (hereinafter called the
date of advance) upon the terms and conditions hereinafter
appearing and hereby bind myself, my heirs executors and
administrators to repay to the Government the said sum of
Rs. on demand/within the period of four years from
the date of advance by equal
monthly/quarterly/six monthly/yearly
instalments of Rs. each the first of such
instalments to be paid on the day of
1948, together with interest therein at
3% per annum from the day of 1949,
with monthly/quarterly/six monthly/yearly instalments
until repayment, no interest being payable on the ^{Sum} said ~~sum~~ of
Rs. for a period of one year from the date of the
said advance.

AND I agree with the Government as follows:-

- (1) I shall utilise the whole amount of the said loan to
the best advantage and for the purpose stated in my
application viz.
- (2) I shall ^{So}~~also~~ utilise the said amount of loan within a
period of months/years from the date of

advance ^{shall} ~~and sell~~ not in any event use it for any other purpose.

(3) I shall not leave Greater Bombay..... District with a view to permanently settling elsewhere without obtaining previous permission in writing of the Director of, Rehabilitation, Bombay/Collector of----

(4) If I commit a breach of any of the conditions herein contained or if I fail to pay any instalment of the said principal sum or any interest thereon or any part thereof on the respective due dates in the manner aforesaid as and when the same become due and payable, then and in every such case the whole of the said principal sum of Rs..... or the balance thereof and all the interest thereon shall become due and payable forthwith.

(5) The said principal sum and interest and all other charges payable by me hereunder shall be recoverable from me as arrears of land revenue.

(6) I shall bear and pay the stamp-duty payable in respect of these presents.

Dated this Day of 1945.

signed by.....
the above named Borrower.)
In the presence of--

(Borrower's signature.)

FORM C

THIS MORTGAGE made at the
day of one thousand nine hundred and
forty-- between
Refugee from holder of the Certificate of
Registration No. dated issued at
by
(hereinafter referred to as "The Mortgagor" which
expression shall, unless the context does not so admit,
include his heirs, executors, administrators and assigns
of the one part, and the Government of Bombay (herein-
after referred to as "The Mortgagee" which expression shall
shall, unless the context does not so admit, include
his successors and assigns) of the other part.

WHEREAS the Mortgagor applied to the Mortgagee
for loan of Rs. for
.....
.....

AND WHEREAS the Mortgagee has agreed to advance to the
Mortgagor the said sum of Rs. upon the
Mortgagor the said sum of Rs.
Mortgagor having agreed to secure repayment thereof in
the manner hereinafter prescribed.

NOW THIS MORTGAGE WITNESSETH AS FOLLOWS :-

1. IN pursuance of the said agreement and in consid-
eration of the sum of Rs. (Rupees-)
.....
paid to the Mortgagor by the Mortgagee on or before the
execution of these presents (the receipt whereof the
Mortgagor doth hereby admit and acknowledge and of and
from the same doth hereby release and discharge the
Mortgagee) the Mortgagor.....

----doth hereby covenant with the Mortgagee that the
 Mortgagor will repay to the Mortgagee the said sum of
 Rupees with interest thereon at the rate of
 of 3 percent per annum within a period 4 years from the
 date of advance by equal
 monthly/quarterly/six monthly/yearly instalments of Rs.
 each for principal the first of
 such instalments to be paid on the day of
 on² thousand nine hundred and forty
 and the subsequent instalments to
 be paid on the day of of each
 subsequent month/year and that the mortgagor shall in
 the meantime and so long as any part of the principal
 sum of Rupees shall
 remain owing pay interest to the Mortgagee at the rate of
 3 per cent per annum on all moneys what^{so}ever for the
 time ~~that~~ being due and owing on the said security and
 under these presents by monthly/quarterly/six monthly/
 yearly payments the first of which payments shall be ~~a~~
 made on the day of 194 .
 and subsequent payments shall be made on the
 day of of each subsequent
 month/year until the whole sum of Rupees
 is paid off : PROVIDED ALWAYS that no interest shall be
 payable on the said ^{Sum} of Rs. for a period of
 one ~~two~~ years from the date of the said advance.

2. In further pursuance of the said agreement and for ~~the~~^{the}
 consideration aforesaid the Mortgagor doth hereby assign
 transfer and assure into the Mortgagee the assets to be
 purchased with the said loan and are more particularly
 set out in the schedule hereunder written and which assets
 are hereinafter for the sake of brevity called "the Mort-
 gaged properties" and all the estate, right, interest claim
^{and} demand of the Mortgagor into and upon the Mortgaged prop-
 erties.

PTO..

TO HAVE AND TO HOLD The same unto the Mortgagee absolutely subject to the proviso for redemption hereinafter contained and subject to the right of Mortgagor deal with the same in the ordinary course of business but not otherwise.

3. PROVIDED ALWAYS AND it is hereby agreed and declared that if the Mortgagor shall duly comply, with the terms on which the said loan has been granted and shall duly repay the amount of the said loan of Rs. together with interest thereon and shall pay all costs, charges and expenses of the Mortgagee of and incidental to this Mortgage, the Mortgagee shall upon the request and at the costs, charges ^{and} expenses of the Mortgagor reassign and retransfer the Mortgaged properties unto the Mortgagor or as he may direct.

4. The said principal sum of Rs. or any balance thereof and all other moneys due for the time being under these presents shall become immediately payable and the security hereby constituted shall become enforceable forthwith in each and every of the following events :-

(a) If the Mortgagor shall fail to pay any instalment of principal on the respective due dates in the manner aforesaid.

(b) If the Mortgagor shall make default in payment of any instalment of interest on the respective due dates as heretofore provided.

(c) If a distress or execution shall be levied or enforced upon any part of the Mortgaged properties or Receiver there of be appointed.

(d) If the Mortgagor shall commit breach of any one of the covenants or provisions therein ^{co}ntained and on his part to be ^{co}nserved and performed.

PTC.....

~~--- for the purchase money of the properties sold and for any other moneys paid to the Mortgagee shall effectually discharge the purchaser or other person or persons paying the same therefrom or from being concerned to see the application or being answerable for loss or misapplication thereof AND IS IS HEREBY AGREED AND DECLARED THAT the provisions and thrusts ancillary to the power of sale which are contained in section 69 of the Transfer of property Act, 1882 shall apply to this security.~~

7. AND IT IS HEREBY AGREED AND DECLARED that whatever instalment of principal or interest shall be in ^{arrear} ~~arrears~~ the same may be recoverable from the Mortgagor in the same manner as an arrear of land revenue under the provisions of the Bombay Land Revenue Code, 1879, and any amendments thereof PROVIDED ALWAYS that this clause shall not affect other rights powers and remedies of the Mortgagee

8. The Mortgagor doth hereby covenant with the Mortgagee as follows :-

(a) That the Mortgagor has now good right and full power to grant convey and transfer the said Mortgaged properties hereinbefore expressed to be hereby granted conveyed and transferred as aforesaid free from all claims liens and incumbrances and that the Mortgagor and every other person having or claiming any estate or interest in the said Mortgage properties or any part thereof will at all times at the costs until the sale thereof of the Mortgagor and afterwards of the person or persons requiring the same execute and do all such assurances and acts for further and more effectually assuring the said Mortgaged properties or any part thereof to the Mortgagee or to such other person or persons as he may direct, as shall be reasonably required;

(b) that the moneys secured by these present

-- presents shall be a first charge on the said mortgaged properties and shall take precedence over all other moneys now due or which may hereinafter be borrowed by the Mortgagor;

(c) that the Mortgagor will so long as any of ~~the~~ the principal moneys or any interest secured by these presents shall remain unpaid and the Mortgagee shall not have taken possession of the Mortgaged properties carry on and conduct the business of the Mortgagor in a proper and efficient manner and for the that purpose;

(d) will maintain and keep in a good and substantial state of repairs and condition the said Mortgaged properties expressed to be hereby assured;

(e) will duly and punctually pay perform and observe all rents, rates, taxes, assessments, outgoing covenants and obligations which are to be paid performed or observed by the Mortgagor in respect of the said Mortgaged properties or otherwise howsoever;

(f) that the Mortgagor will permit the Mortgagee or any person or persons authorized by him at any time and from time to time during the usual time of business so long as any money shall remain due or owing upon the security of these presents to inspect and examine any part of the mortgaged properties and ~~render~~ ^{of} them or any such assistance as may be required for any ~~as~~ ^{of} the purposes aforesaid and will furnish to the Mortgagee or to such person or persons as he shall from time to time appoint for the purpose all such information relating to the business or affairs of the Mortgagor or the Mortgaged properties or any part thereof as he or they shall require;

(g) that the Mortgagor shall utilize the amount of the said loan for

immediately repayable, are set out at receipt (1) and (6) of the
form of undertaking to repay and in paras. 4 & 8 of
the Mortgage bond. It is now proposed to include
one more condition to the effect that if Government
(i.e. the loan dispersing authority concerned) is
reasonably satisfied that a loanee intends to return to
Pakistan and has made or is making preparation
in that behalf, the loan will be immediately
repayable. RLA may be requested to advise whether
such a condition can be legally enforced and, if so,
to suggest suitable amendments to the forms of
undertaking to repay and Mortgage bond so as to
provide for such a condition.

Sd:/

16.11.51.

Sd:/

17.11.51.

U. O. to R L A on 17-11.51.

Legal Department.

The following condition may be added as condition 5 of the Bond at page 41 :-

" 5 A/If the Government is satisfied that I intend to return to Pakistan or have made or am making preparations for that purpose, as to which the decision of the Government shall be final and binding on me, the whole of the said principal sum of Rs. _____ of the balance there of and all the interest there on shall become due and payable forthwith notwithstanding anything hereinbefore contained.

The following may be added as clause 4(g) of the Mortgage Deed at PP. 45-55.:-

4 (g) If the mortgagee is satisfied that the mortgagor intends to return to Pakistan and has made or is making preparations for that purpose as to which the decision of the mortgagee shall be final and binding on the mortgagor

Sd/

Solicitor to Government.

U.R. TO R.H.D., no 19462, dated the 4th December 1951.

REHABILITATION DEPARTMENT.

'A' Br-

Submitted with reference to office note,
dated 16.11.51.

2). The accompany - draft - May issue.

Sd/

17.12.51.

Sd/

5.12.51.

Sd/

18.12.51.

Sd/

Displaced persons belonging to
urban areas in Pakistan.

Grant of loans to --Scheme for

GOVERNMENT OF BOMBAY.

Rehabilitation Department.

Resolution No. R. 39-A
Civil Secretariat Annexe, Mayo Road,
Fort, Bombay (1) - 24th December 1951.

Read Government Resolution, Relief and Rehabilitation Department, No. W. 653-XXV, dated the 23rd April 1948.

Read Government Resolution, Rehabilitation Department, no. R. 39-B, dated the 5th November 1949.

Read Government Letter, Rehabilitation Department No. R. 39/30981-B, dated the 12th September 1950, addressed to the Collector of Nasik, copy endorsed to among others, the Director of Rehabilitation, Bombay, and all other Collectors.

RESOLUTION: Government is pleased to direct that the following further amendments should be made in Forms B and C forms of undertaking to repay and mortgage bond respectively, accompanying Government Resolution, Relief Department No. W. 653-XXV dated the 23rd April 1948 as and Rehabilitation amended from time to time, viz.

(I) For form B (form of undertaking to repay), the accompanying form should be substituted.

(II) After sub-clause (f) of clause 4 of the mortgage bond (form C), the following sub-clause should be added.. viz.

*(g) If the Mortgagee is satisfied that the Mortgagor intends to return to Pakistan and has made or is making preparations for that purpose as to which the decision of the Mortgagee shall be final and binding on the Mortgagor

By order of the Governor of Bombay.

***-- J. C. FERNANDEZ)

for Secretary to the Government of Bombay,
Rehabilitation Department.

The Director of Rehabilitation, Bombay,

All Collectors (except the Collector of Bombay
and Bombay Suburban District),

The Accountant General, Bombay,

The Finance Department,

The Examiner, Outside Audit,

The Secretary to the Government of India,

Ministry of Rehabilitation (J. Byletter

sd/

26.1.52.

Accompaniment to Government Resolution, Rehabilitation
No. Department No. R. 39- A. dated the 24th December 1951.

* / To be substituted for Form 'B' accompany-
ing Government Resolution, Relief and Rehabilitation
Department., No. W. 653-XXV dated the 23rd April 1948. *

FORM 'B'

FORM OF UNDERTAKING TO REPAI.

I, the undersigned Refugee
from holder of the
Certificate of Registration No. dated..
..... issued at by
..... here by acknowledge having received from
THE GOVERNOR OF BOMBAY (hereinafter called the 'Government
the sum of Rs. (Rupees)
on the day of 195 (hereinafter called the
date of advance) upon the terms and conditions hereinafter
appearing and hereby bind myself, my heirs executors and
administrators to repay to the Government the said sum
of Rs. on demand/within the period of four
years from the date of advance by
equal monthly/quarterly/six monthly/yearly
instalments of Rs. each the first of such
instalments to be paid on the day of ----
..... 195 ,together with interest
therein at 3% per annum from the day of ...
.....195 with monthly/quarterly/six monthly/yearly inst
alments until repayment, no interest being payable on
the said sum of Rs. for a period of one year
from the date of the said advance.

AND I agree with the Government as follows :-

(1) I shall utilise the whole amount of the said
loan to the best advantage and for the purpose
stated in my application viz.

To...

In witness ^{whereof} ~~whereof~~, the Mortgagor has set
his hand hereto the day and year first above written.

The Schedule Above Referred to.

Signed and Delivered by the
above-named Mortgagor.

1.

2.

3.

in the presence of

1.

2.

Received of and from the Governor of)

Bombay the sum of Rupees being the amount of Government
Loan expressed above to have been paid by the Governor
of Bombay, to the Mortgagor above-named.) RS-

1.

2.

I say received

Mortgagor.

REHABILITATION DEPARTMENT

'A' Br.

Submitted

Submitted with reference to page 5. of
office note, dated 6-11-51.

2. Under the urban loan scheme, loanes are
require to ^{cut} ~~exceed~~ an undertaking to repay and a
Mortgage bond in the forms at page 41- 55 and the
condition which the loanes are ^{readly} ~~expensly~~ required ^{to} ~~the~~
^{fulfill} office, failing ^{to} which the loans become in----

PRY.

(2) I shall so utilise the said amount of loan within a period of months/years from the date of advance and shall not in any event use it for any other purpose.

(3) I shall not leave Greater Bombay/ District with a view to permanently settling elsewhere without obtaining previous permission in writing of the Director of Rehabilitation, ~~and~~ Bombay/Collector of.....

(4) If I commit a breach of any of the conditions herein contained or if I fail to pay any instalment

of the said principal sum or any interest thereon or ~~on~~ any part thereof on the respective due dates in the manner aforesaid as and when the same become due and payable, then and in every such case the whole of the said

principal sum of Rs..... or the balance thereof and ~~forth with~~ all the interest thereon shall become due and payable *forthwith*

(5) If the Govt. is satisfied that I intend to ^Preturn to Pakistan or have made or am making preparations for that purpose, as to which the decision of the Government shall be final and binding on me, the whole of the said principal sum of Rs..... or the balance thereof and ~~principal sum~~ the interest thereon shall become due and payable forthwith notwithstanding anything hereinbefore contained.

(6) The said principal sum and interest and all other charges payable by me hereunder shall be recoverable from me as arrears of land revenue.

(7) I shall ~~also~~ bear and pay the stamp-duty payable in respect of these presents.

Dated this of 195

Signed by }

the above name of borrower) }

In the presence of.) }

1. _____

2. _____

Sd/
18-1-52.

(Borrower's signature) ..